

GENERAL TERMS AND CONDITIONS OF SALE OF AVEL-MARINE SAS

1. PURPOSE AND SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Sale (hereinafter the "GTCS") apply to all services provided by AVEL-MARINE SAS (hereinafter the "SELLER"), whose contact details are given in Article 19 hereof, to its CLIENTs (the "CLIENT(s)").

1.2 They take precedence over any document issued by the SELLER (particularly prospectuses, advertisements and/or other documents), as well as over any general conditions of purchase, the latter not being enforceable against the SELLER.

1.3 The SELLER reserves the right to modify the present Terms and Conditions at any time by publishing a new version, it being specified that the applicable Terms and Conditions are those in force on the date of the SELLER's order form (the "Order Form"). Any reservation or purchase of a Service automatically implies the CLIENT's unreserved acceptance of the present GTCS.

1.4 The GTCS and the Order Form issued by the SELLER and accepted by the CLIENT together constitute the contract governing the relationship between the Parties (hereinafter the "Contract").

1.5 The SELLER and the CLIENT are hereinafter jointly referred to as the "Parties".

2. SERVICES

2.1 On board of the crewed vessel "Avel Vaez" model ORC 57 (hereinafter the "Vessel"), the SELLER offers the following services (together the "Service(s)"):

Cruises (cabin or full vessel) whose itinerary is defined and agreed in advance, at the time the Contract is concluded,

2.2 The essential characteristics of the Services, the associated rates and fees, and the terms and conditions of sale have been communicated to the CLIENT, who acknowledges having full knowledge thereof. The CLIENT acknowledges that he/she has received all the advice and information necessary for his/her choice to order a Service.

2.3 Notices, leaflets, catalogs, illustrations or photos of the Services offered for sale are for information purposes only and have no contractual value.

2.4 The availability of the Services has been communicated to the CLIENT on the Order Form.

3. RESERVATION AND PAYMENT TERMS

3.1 To reserve a Service, the CLIENT shall send the SELLER an e-mail at contact@avel-marine.com, including the desired dates. On receipt of the e-mail, the SELLER will inform the CLIENT of the availability of the Services. If the dates requested by the CLIENT are available, the SELLER will send the CLIENT an Order Form corresponding to the Service requested by the CLIENT. An option on these dates will be maintained by the SELLER for a period of (7) working days from the date of the Order Form.

Failing receipt by the SELLER of a deposit of (50)% of the price (inclusive of tax) of the Event within this period, the option will be lost by the CLIENT and the SELLER may put back on sale the dates desired by the CLIENT.

3.2 The order will become final upon receipt by the SELLER of the Order Form signed by the CLIENT, accompanied by payment of the deposit of 50% of the price (including VAT) of the Service. The balance of 50% will be paid by the CLIENT at the latest (90) days before the embarkation date indicated on the Order Form, or otherwise indicated on the Order Form. If the reservation is made less than (90) days before the date of embarkation, the price of the Service including all taxes must be paid in full within (7) working days from the date of the Order Form.

3.3 In the event of failure to receive the balance of the price as indicated in article 3.2 hereof, the SELLER reserves the right to cancel the CLIENT's order and retain the deposit paid under the conditions of article 3.1 hereof, unless cancelled under the conditions of articles 11.1 and 11.3.1 hereof.

3.4 All the essential terms and characteristics of the Services will be stipulated in the Order Form including the options, where applicable. If one or more options are not available, in whole or in part, the SELLER will reimburse the CLIENT the amount paid by the latter for the option that is not available, without the CLIENT being entitled to claim any other compensation of any kind whatsoever.

4. SERVICE PRICE

4.1 The price of the Service shall be that indicated in the Order Form (hereinafter the "**Price**").

4.2 Unless otherwise specified on the Order Form, the Price includes:

- The provision of the Vessel with its crew,
- Vessel insurance and professional liability insurance for the SELLER in his capacity as shipowner and carrier,
- Fuel, oils, and consumables for the Vessel, except when the Vessel is chartered,
- On-board comfort under the conditions set out in article 6.6 hereof,

4.3 Unless otherwise stated on the Order Form, the Price does not include :

- The CLIENT's personal insurance (cancellation, illness, accidents, repatriation, luggage, assistance, civil liability, etc.),
- The CLIENT's airfare, transfers or any other means of transportation to the arrival/return airport prior to embarkation or disembarkation,
- The CLIENT's personal expenses,
- The on-board Petty Cash as defined in article 6.4 hereof,
- Access to WIFI/on-board telephone service,
- All of the CLIENT's meals,
- The rental of the SELLER's sports equipment other than those included in article 6.8.1 hereof,
- Costs such as tourist taxes, ecological taxes, port dues, clearances, tips for port and anchorage staff, etc.

5. PRICES - INVOICING - PAYMENT

5.1 The prices invoiced by the SELLER are stated in euros, inclusive of tax or exclusive of tax, depending on the conditions of performance of the Service, and are set on the basis of the pricing conditions in force on the date of the order. Prices are available on the SELLER's website, and in all cases on request from the CLIENT. They are, where applicable, subject to the VAT rate legally in force and may be revised without notice, particularly in the event of the creation of any new taxes or charges and/or any modification of current taxes or charges which would automatically entail a readjustment of prices.

5.2 Unless otherwise agreed in advance by the SELLER, Services must be paid for by bank transfer on receipt of the corresponding invoice.

5.3 Any delay in payment will automatically and without formalities result in the invoicing of late payment interest calculated on the principal amount due, exclusive of tax, at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points.

6. CONDITIONS OF PERFORMANCE

The Services are performed under the following conditions:

6.1 Arrivals-Departures

Unless otherwise agreed between the Parties, each arrival on board is on Saturday at 5:00 pm and each disembarkation on the following Saturday at 9:00 am, local time. The CLIENT must leave the cabin(s) and the common areas in a perfectly clean condition.

6.2 Crew

6.2.1 The Vessel will be supplied with a professional crew comprising a skipper and a sailor/hostess holding the necessary certificates and licenses to operate the Vessel, as well as a chief mate in the event of ocean navigation. At the CLIENT's request, it may be agreed between the Parties that an additional host/hostess may be assigned to the Vessel, at an additional charge in accordance with the applicable rates.

6.2.2 The Vessel's crew represents the SELLER (the owner of the Vessel) on board the Vessel and acts in accordance with its instructions for the conduct and management of the Vessel.

6.2.3. The maximum number of guests on board will be eight for coastal cruises and four for ocean cruises.

6.3 Vessel handling

The skipper and crew of the Vessel are responsible for its operation. Subject to the skipper's agreement, the CLIENT and his guests may, if they wish and at their exclusive risk(s) and under their exclusive responsibility(s) (except in the case of inexcusable fault on the part of the skipper), participate in the vessel maneuvers, on condition that they strictly comply with all instructions given by the skipper and the crew.

6.4 Ship's Petty Cash

6.4.1 On the day of embarkation aboard the Vessel, the CLIENT shall re-imburse the SELLER the price of the provisioning done by the crew (food and drinks) plus the sum of (500) five hundred EUR (all taxes included) for the ship's Petty Cash (hereinafter "**Petty Cash**"). The Ship's Petty Cash will be managed and used by the VESSEL's skipper to pay for (i) provisions for the CLIENT during his stay on board (ii) fees, duties and taxes relating to the parking of the VESSEL during the stay (anchoring, mooring in ports, etc.), as well as the costs of clearances in each country reached by the VESSEL.

6.4.2 In the event that the Petty Cash has not been used in full, the balance will be paid back to the CLIENT on the day of disembarkation. In the same way, should the amount referred to in article 6.4.1 not be sufficient, the SELLER may ask the CLIENT to pay an additional amount in the Ship's Petty Cash.

6.4.3 All invoices and sales slips giving rise to payment under the Petty Cash will be available for consultation by the CLIENT.

6.5 Catering

6.5.1 No meals for the CLIENT on board are included in the Price. On the day of embarkation, the CLIENT will pay the Vessel's Skipper the amount of the Petty Cash under the conditions set out in article 6.4 hereof, which will be used to pay for the CLIENT's provisions (food and drink). Prior the Day of embarkation, the CLIENT will provide the Skipper with a list of food and beverages required for his stay. The Skipper will use the Petty Cash to purchase all of these supplies, subject to local availability.

6.5.2 Unless the CLIENT requests meals requiring the intervention of a cook, all meals will be prepared by the skipper and crew of the Vessel and the CLIENT may also participate, if he so wishes.

6.6 On-board comfort and cleanliness

6.6.1 Each cabin is equipped with storage space, fans and opening side windows. The CLIENT is responsible for ensuring that the portholes in his/her cabin are closed properly. The vessel is not equipped with air conditioning. Each cabin has a 220 V socket and a USB socket.

6.6.2 Each hull has its own bathroom with shower, washbasin and electric toilet. In normal use, they cannot become blocked. Any introduction of unintended objects (absorbent cotton, tampons, cotton buds, etc.) may cause them to break down.

6.6.3 The SELLER provides bed linen and one towel per person per week. Bath/beach towels are not provided.

6.6.4 Luggage is limited to bags or suitcases that can be stowed in the cabins; the use of hard cases is not recommended, given the space available on board. The CLIENT must be careful with electronic devices such as telephones, cameras and computers, in particular by using waterproof covers. The SELLER declines all responsibility in the event of theft, damage or loss.

6.6.5 The CLIENT shall ensure that the common areas (kitchen, WC, etc.) and the private areas are kept clean and tidy at all times.

6.7 Itineraries

In the case of transport services, Service itineraries, journey times and stopovers are given for guidance only and may be modified according to weather and navigation imperatives.

Journey times correspond to normal sea conditions. Sailing is primarily by sail, except in cases where wind direction, wind deficiency, or any other maritime or meteorological phenomenon, as well as any scheduling requirements, necessitate the use of engines.

6.8 Common equipment on board the vessel

6.8.1 Subject to availability, the following equipment will be supplied and included in the Price:

- Masks and snorkels,
- Standup paddle,
- Kite surfing (kite and board),
- Trolling lines. Fishing will only be authorized in compliance with the applicable regulations (fishing zone, sizes, etc.).

6.8.2 With the agreement of the SELLER, the CLIENT may take on board his own equipment (kitesurfing, surfing, fishing rods, etc.) which he will use under his own responsibility.

6.9 Tickets

As part of the transportation services, the SELLER will issue the CLIENT with a ticket that will mention the itinerary and dates of the cruise. It will constitute the CLIENT's ticket.

7. SAFETY - COMPLIANCE WITH APPLICABLE RULES

7.1 The CLIENT undertakes to comply with all safety regulations as posted on board the Vessel and to attend all safety briefings given by the Vessel's skipper and crew.

7.2 The CLIENT agrees not to :

- Bringing on board, without the skipper's authorization, persons who are not on the vessel's passenger list,
- The loading of any weapon, substance or illegal material is strictly forbidden. Any fine or other penalty of any nature whatsoever, for either the CLIENT or the SELLER, will be borne exclusively by the CLIENT.
- Piloting the vessel's tender, unless authorized by the skipper and only in the presence of at least one crew member.

7.3 The crew will disembark any person, including CLIENTS, who fails to comply with the rules set out in this article 7.

7.4 A first-aid kit will be on board the Vessel and will include the emergency products defined by the applicable regulations. The CLIENT is responsible for his own first-aid kit and for any medication he may require during his stay on board.

8. DOCUMENTS AND FORMALITIES

8.1 The Vessel's skipper may refuse embarkation or disembarkation to any CLIENT who does not present a document authorizing him/her to disembark/embark at the points of arrival and departure or at the scheduled ports of call.

8.2 The CLIENT is solely responsible for the conformity of his travel documents, passport, any visas and vaccination certificates, for himself and for any persons accompanying him, in accordance with the regulations of the countries concerned.

8.3 As part of his reservation, the CLIENT shall send the SELLER a photocopy of his passport, it being specified that the CLIENT remains in any event responsible for all administrative formalities to be completed as part of his stay aboard the Vessel.

8.4 The CLIENT shall indicate at the time of booking the presence of (i) children under 12 years of age or passengers weighing less than 30 kg, in order to enable the provision of adapted life jackets (ii) fragile persons with possible health risks or handicapped persons. Failure to make this declaration may result in refusal to board the Vessel, without reimbursement or compensation to the CLIENT.

9. RESPONSIBILITIES

9.1 In general, each of the Parties shall be liable for all harmful consequences arising from its activities under the Contract.

9.2 The choice and purchase of a Service from the SELLER are the sole responsibility of the CLIENT, and the decision to embark on the Vessel is made under the CLIENT's sole and exclusive responsibility.

9.3 Under no circumstances shall the SELLER be held liable for any direct or indirect damage of any nature whatsoever resulting from the improper use by the CLIENT of any equipment made available by the SELLER (standup paddle, kite surf, etc.) or from failure to comply with the instructions given by the SELLER to the CLIENT.

9.4 The CLIENT undertakes to comply with all safety instructions and rules applicable to the use of the equipment on board, as well as the navigation rules applicable on board the Vessel.

9.5. The CLIENT warrants that he/she is fit to sail aboard the Vessel, and that he/she has no contraindication to sailing or to any other activity carried out aboard.

9.6 The CLIENT remains responsible for the supervision of his/her children.

9.7 The SELLER declines all liability in the event of an accident occurring as a result of the practice of water or land sports or activities by the CLIENT during his or her stay on board, or ashore during the Vessel's stopovers. It is reminded that the CLIENT remains responsible for taking out his/her own insurance cover, in particular civil liability.

9.8 The CLIENT shall be responsible for all damage caused by its activities on board, and in particular for any damage to or loss of the Vessel and its equipment.

9.9 In the case of Charter Services, the SELLER's liability shall be limited to the amount of the Service, except in the case of gross negligence on the part of the SELLER as defined by applicable case law.

9.10 In the case of international transport Services, the SELLER's liability shall be limited in accordance with Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents.

9.11 In the case of non-international transport services, the provisions of the French Transport Code shall apply. In this respect, in accordance with article L5421-5 of the Transport Code, compensation is due by the SELLER in his capacity as carrier, in respect of claims resulting from the death of or personal injury to passengers within the limits set by article 7 of the International Convention on Limitation of Liability for Maritime Claims, as amended, done at London on November 19, 1976, as amended. For claims resulting from delay in the carriage of passengers or their luggage, compensation is due by the SELLER, in his capacity as carrier, within the limits set by the provisions of article 6, paragraph 1, b of the same convention.

10. DENIED BOARDING - EARLY DISEMBARKATION

10.1 The Vessel's skipper may refuse to embark CLIENTS (i) who do not comply with applicable regulations, particularly during stopovers (e.g. non-conformity of travel documents, etc.) (ii) whose disability has not been notified at the time of booking in accordance with article 8.4 hereof (iii) who do not comply with the safety instructions given to them.

10.2 The skipper of the Vessel will disembark any CLIENT in advance:

- Who does not comply with the applicable regulations, as well as the safety instructions given by the skipper and the crew of the Vessel,
- Whose behavior could endanger him, the crew or the Vessel, or whose state of health would appear to him to be incompatible with navigation at sea.

10.3 In the event of non-embarkation or early disembarkation by the CLIENT under the conditions of articles 10.1 and 10.2 herein, the SELLER shall not be obliged to provide any assistance, nor to bear any costs (accommodation, repatriation, fines, legal assistance, medical, etc.). Furthermore, no refund or reduction of the Price will be granted.

10.4 Any repatriation or accommodation costs incurred by the CLIENT disembarking in advance or on his/her own initiative, as well as the fees and costs of intervention on board the Vessel or ashore by health or assistance professionals concerning the CLIENT, fines, legal and assistance costs, penalties, and miscellaneous costs incurred by the CLIENT as a result of his/her behavior, shall be borne exclusively by the CLIENT concerned.

10.5 No animals are allowed on board.

11. CANCELLATION OF ORDER AND TERMINATION OF CONTRACT

11.1 By the Parties

In the event of force majeure as defined below, the Contract may be terminated by the Parties under the conditions set out in article 12 hereof.

11.2 By the CLIENT

The CLIENT may terminate the Contract at any time, for any reason whatsoever, it being specified that the sums paid by the CLIENT under the conditions of article 3 hereof shall in any event remain the property of the SELLER, except in the event of force majeure as defined in article 12 hereof.

11.3 By the SELLER

11.3.1 The SELLER may cancel the Service in the following cases: damage affecting the Vessel and weather conditions unfavorable to navigation (as assessed by the SELLER), making it impossible to carry out the Service.

11.3.2 In the cases referred to in article 11.3.1 hereof, at the CLIENT's option, the SELLER will refund all payments made by the CLIENT under article 3 hereof, or the SELLER will grant the CLIENT a credit note for an identical service, valid for (2) years from the date of commencement of the initially scheduled Service. No other costs or expenses will be assumed by the SELLER (e.g.: airline tickets, transfer costs, etc.).

12. FORCE MAJEURE

12.1 Neither Party may be held liable for any delay in the performance of its obligations or for any failure to perform them, where the delay or failure to perform is attributable to an event of force majeure, as defined by article 1218 of the French Civil Code.

12.2 It is understood between the Parties that the following events are expressly considered to be cases of force majeure: port closures, restrictive administrative measures, epidemics, pandemics, embargoes, sanctions, interventions or requirements of any kind by public authorities, circumstances due to a state of war, riots, civil unrest, fires, explosions, natural disasters, bad weather.

12.3 In the event of force majeure as defined in the present article, the SELLER will reimburse the CLIENT in full. Only the Price will be reimbursed by the SELLER to the CLIENT, no other expenses will be covered by the SELLER (plane tickets, hotel, etc.).

13. INSURANCE

13.1 The SELLER and the CLIENT shall each take out and maintain all insurance cover required under their obligations arising from the Contract, taken out with insurance companies known to be solvent, each guaranteeing them against all risks related to the activity carried out within the framework of the Contract, whatever the nature of these risks concerning all damage of any nature whatsoever, as well as civil liability, as a result of their activities.

13.2 The CLIENT is free to take out travel insurance covering all risks incurred in the performance of the Contract, in particular the following: cancellation, repatriation, loss, damage and theft of luggage or personal items, medical expenses, accidents, legal assistance, cancellation of airline tickets or other tickets, consequences of delays.

14. PERSONAL DATA

14.1 The SELLER is committed to respecting the privacy and protection of information provided by the CLIENT within the framework of the Contract, and complies with applicable regulations concerning the protection of personal data. The SELLER may collect, store and process the nominative information and personal data concerning the CLIENT required to perform the Service, in compliance with the applicable regulations.

14.2 In accordance with the French Law of January 6, 1978, the CLIENT has the right to access, rectify and delete data concerning him. To do so, he/she simply needs to contact the SELLER using the contact details set out in article 18 hereof.

15. NULLITE

Should any provision of these GTCS be invalidated, this shall not invalidate the other provisions, which shall remain in force.

16. MEDIATION UNDER THE CONSUMER CODE

In accordance with article L 612-1 of the French Consumer Code, consumers may refer any commercial dispute relating to the sale of Services to a mediator free of charge, provided that the dispute has not been settled amicably and subject to the conditions for admissibility of the case. Consumer mediators are listed on the website of the Commission d'évaluation et de contrôle de la médiation, at the following address: <https://www.economie.gouv.fr/mediation-conso/commission>.

17. WITHDRAWAL PERIOD

Under the conditions laid down in the French Consumer Code, the consumer has a period of fourteen clear days in which to exercise his right of withdrawal, without having to justify his decision or pay any penalties, with the exception, where applicable, of the cost of returning the goods. This period begins upon acceptance of the Order Form by the CLIENT.

18. APPLICABLE LAW AND JURISDICTION

In the event of any dispute arising out of or in connection with this Agreement or the Services governed hereby, the French courts shall have exclusive jurisdiction and French law shall be exclusively applicable.

19. LEGAL INFORMATION

AVEL-MARINE is a société par actions simplifiée (simplified joint-stock company) under French law, with its registered office at 2 rue Dom Michel Le Nobletz (29217) Le Conquet, registered in the Brest Trade and Companies Register under number 921 283 453, with a share capital of 10,000 euros. Telephone number: +33 6 87 20 50 71. Email: contact@avel-marine.com.